

The Honorable James L. Robart

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

JESUS GUADALUPE SANCHEZ,

Defendant,

and

ANDREW PEART,

Third-Party Petitioner.

NO. CR16-027JLR

**STIPULATED SETTLEMENT
AGREEMENT**

IT IS HEREBY STIPULATED between Plaintiff, United States of America, by and through the undersigned counsel, and *pro se* Third Party Petitioner, Andrew Peart, hereinafter referred to as Petitioner, to compromise and settle Petitioner Peart's claim of interest to the following property:

One Smith and Wesson Model M&P9 9mm semi-automatic pistol, bearing serial number HSA3963, (hereinafter referred to as the "Subject Firearm").

STIPULATED SETTLEMENT AGREEMENT
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UNITED STATES ATTORNEY
1201 PACIFIC AVENUE, SUITE 700
TACOMA, WASHINGTON 98402
(253) 428-3800

1 On January 9, 2017, this Court entered a Preliminary Order of Forfeiture, Docket
2 No. 45, in this case above-captioned case, forfeiting the interest of Defendant JESUS
3 GUADALUPE SANCHEZ in the Subject Firearm pursuant to the Plea Agreement and
4 guilty plea of Defendant to Conspiracy to Commit the Offense of Felon in Possession of
5 a Firearm, as charged in count one of the Information, Dkt. 3, in violation of 18 U.S.C. §§
6 371 and 922(g)(1).

7 Pursuant to Title 21, United States Code, Section 853(n), the United States
8 published notice on an official government forfeiture website, currently
9 www.forfeiture.gov for thirty (30) days beginning January 13, 2017. *See* Dkt. 46. In the
10 publication the United States published notice of the Preliminary Order of Forfeiture and
11 the intent of the United States to dispose of the property in accordance with law. This
12 notice further stated that any person other than the defendant having or claiming an
13 interest in the property was required to file a petition with the Court within sixty (60)
14 days of the first date of publication, setting forth the nature of the petitioner's right, title,
15 and interest in the property.

16 Following notice, Third Party Petitioner, Andrew Peart filed a claim on February
17 15, 2017 to the Subject Firearm, in which he asserted his interest in the Subject Firearm,
18 which had been stolen from him in or about October, 2015; Mr. Peart reported to the theft
19 to the Blaine Police Department at that time. *See* Dkt. 47.

20 No other person or entity has filed a petition asserting an interest in the Subject
21 Firearm, and the time do so has expired.

22 This Stipulated Settlement Agreement ("Agreement") is entered into between the
23 parties pursuant to the following terms:

24 1. This Agreement is for settlement purposes only and does not constitute an
25 admission by Petitioner Peart of any knowledge or involvement of any kind in the events
26 forming the basis for the Government's allegations of forfeiture.

27 2. The parties to this Agreement hereby stipulate that Petitioner Peart has an
28 interest in the Subject Firearm as the Mr. Peart is the last known owner of the firearm.

1 After Mr. Peart reported to the Blaine Police that the Subject Firearm was stolen,
2 authorities later recovered it during the course of the above Sanchez investigation.
3 Therefore, the United States and Petitioner Peart agree to settle Petitioner's claim by
4 returning the stolen Subject Firearm to Mr. Peart.

5 3. Petitioner agrees to release and hold harmless the United States, the
6 United States Department of Justice, and any and all agents, servants, and employees of
7 the United States and its agencies, acting in their individual or official capacities, from
8 any and all claims by Petitioner and/or his representatives, agents, heirs, successors, and
9 assigns, which currently exist or which may arise as a result of the search and seizure of
10 the Subject Firearm, and/or forfeiture action involving the Subject Firearm.

11 4. Petitioner agrees that this Agreement shall constitute full settlement and
12 satisfaction of any and all claims by Mr. Peart to the Subject Firearm resulting from the
13 incidents or circumstances giving rise to this action.

14 5. Petitioner understands and agrees that, by entering into this Agreement, he
15 waives any right to litigate further any interest in the Subject Firearm, or any right to
16 petition for remission or mitigation of its forfeiture.

17 6. Petitioner understands and agrees that this Agreement does not make him a
18 "prevailing party" in this action. Each party to this Agreement agrees to bear its own
19 costs and attorney's fees.

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Respectfully Submitted,

ANNETTE L. HAYES
United States Attorney

DATED: June 14, 2017

/s/ Matthew H. Thomas

MATTHEW H. THOMAS
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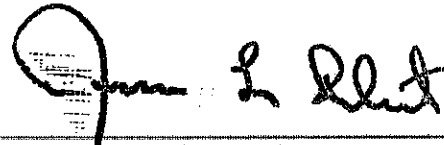
DATED: _____

ANDREW PEART
Third Party Petitioner

ORDER

Based upon the foregoing stipulation of the parties, this Stipulated Settlement Agreement is hereby APPROVED.

DATED this 15th day of June, 2017.



JAMES L. ROBART
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that on June 14, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the attorney(s) of record for the parties.

Additionally, on June 14, 2017, I e-mailed and mailed notification of such filing to the person(s) hereinafter named by mailing it via regular mail to Petitioner Andrew Peart at the following address:

Andrew Peart
1408 E. St.
Lynden, WA 98264-2035

/s/ Chantelle Smith
CHANTELLE SMITH
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